

City of Milwaukee
Improved Property Sidewalk Snow and Ice Removal
Standards and Bid Specifications

1.0.0 SCOPE OF WORK:

ALL BIDDERS MUST ATTEND A MANDATORY PREBID WORKSHOP TO REVIEW BID PREPARATION AND SUBMISSION REQUIREMENTS FOR BID ACCEPTANCE

- 1.1.0 The work shall include, but not be limited to, the furnishing of all labor, materials, supervision, equipment and services as may be necessary or requested to perform removal of all snow and ice from public sidewalks adjoining city-owned improved properties owned by either the City of Milwaukee, hereinafter referred to as “CITY” and/or the Redevelopment Authority of the City of Milwaukee, hereinafter referred to as “AUTHORITY”. The term of this contract shall be for five (5) months. The contract shall begin on November 1.
- 1.1.1 CONTRACTORS may hold a maximum of one (1) area total, either as the PRIMARY CONTRACTOR or SUBCONTRACTOR.
- 1.1.2 Small Business Enterprise (SBE) Program
Chapter 370 of the Milwaukee Code of Ordinances established a Small Business Enterprise Program (SBE) which is implemented through establishment of percentages of public works contracts to be allocated to City certified SBE businesses and enterprises. These percentages are established by the department and are stated in the Official Notice and the Invitation for Bid. Forms required by the established SBE provisions must be submitted by bidders as part of the bidding process. Failure to comply with these requirements may result in rejection of the bid. The SBE provisions will be made a part of all departmental bid solicitations and are included in this bid package.
- 1.1.3 Residence Preference Program
Chapter 309 of the Milwaukee Code of Ordinances established a Residence Preference Program which is implemented through establishment of the percentages of worker hours to be performed by unemployed residents of a special impact area. These percentages are established by the Department and are stated in the Official Notice and the Invitation to Bid. Forms required by the established resident preference provisions must be submitted by bidders as part of the bidding process. Failure to comply with these requirements may result in payments being withheld, contracts canceled, debarment from bidding for up to two years, or any other remedy available to the City at law or in equity. The resident preference provisions will be made a part of all departmental bid solicitations and are included in this bid package.

- 1.1.4 Snow and ice shall be completely removed from the full width of the sidewalk adjoining city-owned improved lots, including handicap access ramps on corner properties, within twenty-four (24) hours of each ending snowfall 6 inches or less, and within forty-eight (48) hours with accumulation greater than 6 inches.
- 1.1.5 Snow and ice removal from the front walkway (including all steps and porch stairs) up to the door of tenant occupied properties is required. Any linear foot additions assigned for non-public walkway (6' clear width) above specified linear footage in the contract shall be compensated based on Contract Unit Prices calculated from Bid Form Attachment "A" per 12.1.1.

2.0.0 LOCATION OF WORK:

- 2.1.0 All work to be performed within the corporate limits of the CITY as divided into the South Area as shown on the map and the inventory included in the specifications and subsequent additions and deletions thereto as may be made at the discretion of the DEPARTMENT.
- 2.1.1 Listings and ¼ section maps showing 1) contractual areas (Snow Plowing Area map), and 2) the specific parcels within each area to be cleared of snow and ice may be viewed in the Central Forestry Office, Department of Public Works, 5230 W State St. Copies of the same will be supplied to successful bidders, hereinafter referred to as "CONTRACTOR".
- 2.1.2 Work shall be prioritized to address parcels along main streets before parcels on side streets.

3.0.0 WORK TO BE DONE:

3.1.0 Work Requirements:

3.1.1 Snow and Ice Removal:

The CONTRACTOR shall completely remove all snow and ice from sidewalks adjoining city-owned improved lots, including cross walks (handicap access ramps) on corner lots, within 24 hours after each period of snow or ice accumulation 6 inches or less and within 48 hours for accumulation greater than 6 inches. Salt shall be applied to all sidewalk surfaces immediately after snow and ice removal. The work shall be continuous to assure that all sidewalks are completely clean of all snow and ice within the specified period. Ice shall be removed by the use of sodium chloride (rock salt) or calcium chloride in sufficient quantities and frequency to ensure that sidewalks are clear of ice at all temperatures. Sidewalks shall be cleared of snow and ice to bare pavement over the full width of the sidewalk. Carriage walks (walks perpendicular to street and extending to a house, building or structure) of occupied properties are included in the scope of work. Clearance on occupied properties shall be over the width of the carriage walk and increased to six (6) feet wide at the door.

3.1.2 Snow and Ice Maintenance:

Between periods of snowfall or ice accumulation, the CONTRACTOR shall continuously monitor and completely remove any snow or ice that may be deposited or otherwise form on the sidewalk due to wind-blown snow, melting and freezing, etc. as necessary to continuously maintain a bare pavement standard across the entire width and length of the sidewalk.

3.2.0 Equipment Requirements:

3.2.1 CONTRACTOR shall provide the City with a telephone number that shall be staffed during City business hours - 6:00am to 5:00pm. In addition, CONTRACTOR MUST maintain a working **Facsimile machine**. All telephones are to be staffed by CONTRACTOR'S employees. CONTRACTOR shall respond to all contacts by City Personnel within twenty four (24) hours after contact to CONTRACTOR. Difficulty contacting the CONTRACTOR may result in termination of the contract.

3.2.2 Equipment on hand, or to be purchased/leased upon award of contract, and committed for use in this contract must be declared by the CONTRACTOR on Equipment Inventory "A-1" for each area. False or misleading information regarding equipment availability or intent shall result in bid withdrawal and permanent disqualification from future bid solicitations. Proof of declared equipment committed for each bid area must be provided to the City before Notice To Proceed is granted. All declared equipment is subject to verification at any time during the contract period.

3.2.3 Snow and Ice Removal:

All snow plowing and salt spreading shall be accomplished by mechanical means, such as 4-wheel drive vehicles narrow enough to plow 6 foot public sidewalks, commercial tractors (i.e. bombardiers, trackless holder, ATV), etc. **A minimum of two (2) continuously operable and available commercial snow removal tractors are required for each area.** Commercial snow blowers may be utilized to supplement (not in lieu of) minimum equipment requirements.

CONTRACTOR must consistently demonstrate to the satisfaction of the DEPARTMENT that he/she has sufficient equipment and personnel available to complete the required work within the specified time frame after snow or ice accumulation has ceased.

3.2.4 All CONTRACTOR employees or personnel working under the direction of the CONTRACTOR in the execution of this contract must be fully clothed and wear all safety apparel or equipment as required by federal, state and local laws and regulations.

3.3.0 Starting Work:

3.3.1 Snow Removal:

CONTRACTOR is required to have the designated minimum pieces of equipment ready and available for use November 1st – April 30th of each year.

3.3.2 CONTRACTOR is expected to initiate snow removal operations no later than reaching three (3) inches accumulation on sidewalks.

4.0.0 **BIDS:**

ALL BIDDERS MUST ATTEND A MANDATORY PREBID WORKSHOP TO REVIEW BID PREPARATION AND SUBMISSION REQUIREMENTS FOR BID ACCEPTANCE.

Prebid workshops will be held in the Central District Forestry Office conference room located at:
5230 W State St
Milwaukee WI 53208

October 17, 2013: 12:00 PM – 1:00 PM

October 18, 2013: 10:00 AM – 11:00 AM

4.1.0 Basis of Bids:

4.1.1 Snow and Ice Removal/Snow and Ice Maintenance:

The CONTRACTOR shall base this Bid on labor, equipment, time and material required to completely remove forty-seven (47) inches of snow and ice accumulation (seasonal average) from approximately 17,200 linear feet of sidewalk in the South Area, in accordance with Sections 3.1.1 and 3.1.2. The total bid price shall be derived based on unit costs to remove one inch of snow/ice accumulation extended to forty seven (47) inches of total snow/ice accumulation, including required Snow and Ice Maintenance, as shown on Bid Form (Attachment "A").

4.2.0 Acceptance or Rejection of Bids:

4.2.1. The contract shall be awarded to the lowest responsible bidder whose bid complies with the bid specifications. The Commissioner reserves the right to reject all bids if it appears that the lowest bid for the work to be let is unreasonably high. The Commissioner further reserves the right to reject the bid of any bidder who is, in the judgment of said Commissioner, incompetent or otherwise unreliable for the performance of the work bid or who shall previously have willfully or negligently failed to complete any work or contract entered into with the City or any officer or department thereof or who shall have willfully or negligently failed to enter into a contract with satisfactory Surety for any work

that shall have been previously awarded by said Commissioner. The Commissioner further reserves the right to disregard and reject any and all bids.

4.2.2 If the contract is to be awarded, the Commissioner shall give the successful bidder a Notice of Award within forty-five (45) days after the day of the bid opening.

4.2.3. The CONTRACTOR shall submit with the executed contract, the required performance and payment bonds and proof of required insurance coverage within ten (10) days after contract award notification.

4.3.0 Modification and Withdrawal of Bids:

Bidders are expected to examine the invitation to bid, drawings, maps, specifications and all instructions pertaining to services described herein. A bidder may withdraw a bid because of error, omission or mistake at any time before the opening of the bids. In such case, the bid shall be returned unopened, and the bidder shall not be entitled to bid on the contract unless it is readvertised and re-let.

After bid opening, a bidder may only withdraw or correct a bid if the bidder meets the requirements of 66.29(5), State Statutes.

4.4.0 Late Bids:

All bids must be submitted electronically via Bid Express. Fax bids are NOT permitted. Bids received after the due date and time will be rejected.

4.5.0 Certification of Eligibility for Federal Funds:

The bidder and any of their SubCONTRACTORS must not have any outstanding Federal, State, County, City or other taxes and are therefore considered to be eligible to receive Federal Funds.

4.6.0 Contract Administrator:

Whenever used herein and for purpose of administering any contract resulting from this Invitation to Bid, the Contract Administrator shall be:

Ian Brown, Urban Forestry Technical Services Manager
City of Milwaukee – Environmental Services
Milwaukee, WI
(414) 286-8233

4.7.0 Site Inspection:

Submission of a bid on this project shall imply that the Bidder has examined the sites of work upon which he is bidding and is aware of any existing and probable conditions under which he will be obligated to perform the work. Therefore, no extra charges will be allowed for failure of any Bidder to have examined the site. Bidders who wish to be shown representative work within the work area may do so by contacting the Contract Administrator.

4.8.0 Bid Form (Attachment "A"):

CONTRACTOR shall complete and submit, Bid Form Attachment "A" for each bid area. CONTRACTOR must submit a price per linear foot per inch of snow, which is to include all labor, materials, overhead, and equipment to provide complete snow and ice removal /snow and ice maintenance operations for each area bid.

4.9.0 Bid Form Attachment "A-1", Inventory of Equipment:

CONTRACTOR shall complete and submit, Attachment "A-1" inventory of declared equipment for each bid area. This document shall list the quantity, make, year, and type of equipment that is committed for continuous use during the term of this contract.

4.10 Vendor's Bid Submittal Checklist (Important):

In addition to submitting a signed first page of the Invitation to Bid and the Binding Signature Page, CONTRACTORS are required to sign and complete all the following documents and to submit them with their bid in order to be considered for award.

- a. **SBE Form "A" (This form should list the name(s) and address(s) of the City certified SBE subcontracting firms that will be doing some of the work and the percentage of the work performed. The City certified SubCONTRACTOR also needs to sign this document in the appropriate column. If the prime CONTRACTOR is 100% certified, the prime CONTRACTOR'S name and address should be listed here.**
- b. Residency Preference Form
- c. Affidavit of Non Collusion
- d. Bid Form (Attachment "A") for each area bid
- e. Bid Form (Attachment "A-1") for each area bid
- f. Bid Security

NOTE: FAILURE TO SUBMIT ANY ONE OF THE DOCUMENTS LISTED ABOVE WILL RESULT IN BID REJECTION.

5.0.0 **DAMAGE:**

- 5.1.0 The CONTRACTOR shall be held liable for any and all property damage and/or injury or harm to persons resulting from work that is performed under this contract.

5.2.0 Replacement of Damaged Plantings and Other Property:

The CONTRACTOR shall be responsible for the replacement of any plantings or other property, whether privately or publicly owned, that may be damaged due to improper or careless performance of designated maintenance activities. In such case, the Contract Administrator shall specify when replacement is to be made. All costs for testing of plants damaged or suspected of being damaged by CONTRACTOR chemical applications, as may be required by the Contract Administrator, shall be paid by CONTRACTOR.

6.0.0 **LIABILITY AND INSURANCE REQUIREMENTS:**

6.1.0 Protection Against Liability:

CONTRACTOR covenants and agrees that CONTRACTOR shall save and indemnify and keep harmless the City against all liability, judgments, costs, and expenses, which may in any way come against the City in consequence of the granting of the contract, or which in anyway results from the carelessness or neglect of the CONTRACTOR or the agents, employees, or workers of the CONTRACTOR or SubCONTRACTORS in any respect whatever, and in every such case where judgment is recovered against the City by reason of the carelessness or negligence of the CONTRACTOR or the CONTRACTOR's agents, employees or workers, or SubCONTRACTORS, such judgments shall be conclusive against the CONTRACTOR, not only as to the amount of damages, but as to CONTRACTOR's liability to the City.

- 6.2.0 The CONTRACTOR shall be responsible for and shall save the City harmless from, and defend the City against all liability for damages occasioned by mowing and snow and ice removal operations, or which may result therefrom or which may result in any way from the negligence or carelessness of the CONTRACTOR, the CONTRACTOR's agents, employees, workers, by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work, and they shall indemnify the City for and save it harmless from all claims and liabilities, actions, causes of action, and liens for materials furnished or labor performed in the construction or execution of the work and from all costs, charges, and expenses incurred in defending such suits or actions and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges, and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the execution of the work.

Each Prime CONTRACTOR must furnish to the City of Milwaukee, prior to the start of work, certificates of insurance which confirm that the Prime CONTRACTOR has the types and amounts of insurance referenced in Sections (a) through (d). The Prime CONTRACTOR shall require all of its subCONTRACTORS to carry the same types and amounts of coverage as required of the Prime or may instead provide the coverage for any or all subCONTRACTORS. The Prime CONTRACTOR is fully responsible for assuring subCONTRACTOR compliance with all the insurance requirements specified herein.

a) Workers' Compensation And Employers' Liability

Coverage Amounts

Workers' Compensation		Statutory
Employers' Liability		
Bodily Injury By Accident	Each Accident	\$100,000
Bodily Injury By Disease	Each Employee	\$100,000
Bodily Injury By Disease	Policy Limit	\$500,000

To Include

Other State's Coverage

b) Commercial General Liability

Limits Of Liability

Bodily Injury/Property	Each Occurrence	\$1,000,000
Damage	General Aggregate	\$1,000,000
	Products/Completed	
	Operations Aggregate	\$1,000,000
Personal Injury	Aggregate	\$1,000,000

To Include

Occurrence Form

Premises/Operations Coverage

Products/Completed Operations Coverage Including Extension Of

Coverage For Two (2) Years

After Acceptance Of Work By The City

Contractual Liability For Risks Assumed In This Agreement

c) Automobile Liability

Limits of Liability

Bodily Injury/Property Damage	Each Accident	\$1,000,000
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To Include

Coverage On All Owned, Non-owned, And Hired Vehicles

d) Umbrella LiabilityLimits Of Liability

Personal Injury/Property	Each Occurrence	\$2,000,000
Damage	Aggregate	\$2,000,000

To Include

Occurrence Form

First Dollar Defense Coverage

Insuring Agreement Which Will Provide Excessive Protection To The
Primary Coverage (Exclusive Of Professional Liability)e) Professional LiabilityLimits Of Liability

Wrongful Act	Per Incident	\$1,000,000
	Aggregate	\$1,000,000

To IncludeInsuring Agreement To Cover Errors And Omissions Including Loss,
Costs And Expenses, Which Result From The Operations Of The Service
Provider. If Insuring Agreement Is Claims Made, The Coverage Must Be
Continued For The Duration Of The Contract Or For A Period Of Time
After The Contract Completion Date As Required By The City.**Notice:** All policies shall provide not less than ten (10) days notice of
material change, termination or cancellation shall be given by
registered mail to the City of Milwaukee, Department of Public
Works;

Attention: Ghassan A. Korban, Commissioner
841 N Broadway, Room 501
Milwaukee, WI 53202

and the City Attorney's Office,

City Hall, Room 800
200 East Wells Street

Milwaukee, WI 53202

7.0.0 **PERFORMANCE:**

7.1.0 The CONTRACTOR shall provide the DEPARTMENT within seven (7) calendar days after removal of snow/ice accumulation, documentation that services were completed as required by the Contract and Specifications; such documentation will contain the date the services were completed in the respective contract area.

7.2.0 The CONTRACTOR shall demonstrate continuous and reasonable average daily progress. If the DEPARTMENT determines the CONTRACTOR is at risk of failing to perform within the time frame specified within the contract, the DEPARTMENT may assign part of the remaining service area to a SECONDARY CONTRACTOR.

8.0.0 **INSPECTION:**

8.1.0 All work shall be subject to inspection, examination, or test by the CITY, and/or the DEPARTMENT at any and all times during or after the performance of said service and at any and all places where such service is or has been performed. The DEPARTMENT shall have the right to reject defective or otherwise unsatisfactory service and require its correction. Rejected services shall be corrected in a timely manner and to the satisfaction of and without charge to the DEPARTMENT or CITY.

8.2.0 Notice of unsatisfactory work shall be provided in writing.

8.3.0 Each weekday morning prior to 8:30 a.m., the CONTRACTOR shall call, email or send a fax to the assigned Inspector indicating the location and work being performed that day. There shall be no weekend inspections under any circumstances. All calls for inspection made after 12:00 p.m. (noon) on a Friday, or on a Saturday, Sunday or Holiday, shall be deemed to have been made on the next weekday morning on which an inspector is actually available, and the CONTRACTOR shall bear all risks relating to the passage of time between CONTRACTOR'S alleged completion of work and/or its request for inspection and the next weekday on which an inspector is actually available. The status of the work as of the next available inspection day shall govern whether the work is deemed completed or deficient;

8.4.0 When an area is completed, the CONTRACTOR shall contact the assigned Inspector for an inspection of the area. The Inspector shall advise the CONTRACTOR of any discrepancies. The CONTRACTOR shall take whatever action necessary to correct the discrepancies within **two working days** and contact the Inspector for a second inspection. Where the CONTRACTOR has failed to complete certain portions of a cycle of work, and has been given notice

to correct the discrepancy and has failed to complete the work (either because the allotted contract time for correction has passed or a second inspection reveals that the work remains incomplete), the Contract Administrator or his designee, at his/her **sole discretion**, may take the following action:

8.4.1.0 Snow and Ice Removal/Snow and Ice Maintenance:

8.4.1.1 Assign any Work Not Completed in accordance with these specifications to a SECONDARY CONTRACTOR in which case the PRIMARY CONTRACTOR would be financially responsible for any additional costs incurred by the City.

9.0.0 **LIQUIDATED DAMAGES:**

9.1.0 Work Not Performed:

9.1.1 In the event the CONTRACTOR fails to execute the work with such diligence as to insure its completion in accordance with the Work Requirements, the DEPARTMENT may procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR and his/her sureties shall be financially liable for Work Not Performed, including the difference between the CONTRACTOR'S bid price and the SECONDARY CONTRACTOR'S bid price, plus a \$250.00 administrative fee for each occurrence. Differential costs paid to the SECONDARY CONTRACTOR for Work Not Performed, plus administrative fees, shall be deducted from the CONTRACTOR'S outstanding invoices or otherwise invoiced. If after reassignment of work the CONTRACTOR continues to demonstrate his inability to perform the work in accordance with the Work Requirements, the CONTRACTOR will be considered in DEFAULT in accordance with 2.4.18 DPW General Specifications and the contract will be terminated.

9.2.0 Non-Timely Performance:

9.2.1 Snow and Ice Removal/Snow and Ice Maintenance:

In the event the CONTRACTOR fails to execute work with such diligence as to insure its completion in accordance with the Work Requirements, the DEPARTMENT may procure the services of another CONTRACTOR (SECONDARY) to complete the work. The CONTRACTOR and his/her sureties shall be financially liable to pay any difference between CONTRACTOR'S bid price and the SECONDARY CONTRACTOR's bid price.

10.0.0 **TERM OF CONTRACT:**

10.1.0 The term of this contract shall be from November 1, 2013 to April 30, 2014. The contract shall be subject to termination for any violations of the contract specifications.

11.0.0 CANCELLATION:

- 11.1.0 If after an award is made and Notice to Proceed issued, the CONTRACTOR refuses to do the work or fails to fully initiate the work according to the specifications, the contract will be subject to cancellation. Upon such cancellation, the CONTRACTOR and CONTRACTOR'S sureties shall be liable for all Liquidated Damages and shall pay to the CITY a sum amounting to the administrative cost of procuring another CONTRACTOR and any and all such costs above and beyond those specified in the contract.

12.0.0 CHANGES IN WORK:

- 12.1.0 The DEPARTMENT may make changes to the scope of the work in the amount of 10% more or less than the total linear feet specified in Bid Form Attachment "A", in any given contract year without additional or reduced compensation to the CONTRACTOR. Such additions or deletions in the linear feet shall not invalidate the contract nor shall such change relieve the CONTRACTOR from any of the CONTRACTOR'S obligations under the contract or any guarantee given by the CONTRACTOR and CONTRACTOR shall not alter the unit bid price as a result of this change. Any additions above 10% or deletions below 10% in the total linear feet specified in the contract shall be compensated or reduced based on Unit Prices calculated from Bid Form Attachment "A".
- 12.1.1 A Unit Price of cost to remove one inch of snow/ice accumulation per linear foot of sidewalk will be calculated by dividing the bid total area one inch snow/ice accumulation cost by the bid total area linear footage. This Unit Price for removing one inch of snow/ice accumulation from one linear foot of sidewalk will be used to calculate any additional or reduction in payment for changes in service volume outside the terms of 12.1.0.
- 12.1.2 The CONTRACTOR shall anticipate approximately 100 additional properties added to the contract around November 1, January 1, and March 1 (300 total over the snow season). Calendar dates are estimates and may vary. The DEPARTMENT will contact the CONTRACTOR with the specific date lots are added to the contract.
- 12.1.3 Lots added within the snow season may require additional unplanned response based on snowfall. Lots requiring service will be paid at \$30 per sixty (60) feet of sidewalk cleared, regardless of accumulation. The DEPARTMENT will identify lots requiring service and the CONTRACTOR will complete clearance within 48 hours of request.
- 12.2.0 Except for the purpose of affording protection against any emergency endangering life or property, the CONTRACTOR shall make no change in the

specified work without a written notice from the DEPARTMENT or CITY authorizing the change.

13.0.0 **SUBCONTRACTING:**

13.1.0 If the PRIME CONTRACTOR is not a Certified Small Business Enterprise (SBE) CONTRACTOR, the PRIME CONTRACTOR must use SubCONTRACTORs that are certified SBE's. The City of Milwaukee Ordinance requires that certified SBE's be utilized for 25% of the total dollars annually expended through prime contracts.

14.0.0 **AWARD OF CONTRACT:**

14.1.0 **Bonding:**

14.1.1 **Bid Security:**

Bid security required is Five Hundred Dollars (\$500.00) for each area bid, unless otherwise stated in the Official Notice and Invitation to Bid. The required security must be in the form of a certified or bank cashier's check made payable to Commissioner, or when indicated in said Notice or Invitation to Bid, a bid bond issued by a Surety licensed to conduct business in the State of Wisconsin and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Cash Security will NOT be accepted. The bid bond must be accompanied by a copy of the power of attorney for the agent or attorney-in-fact signing the bid bond. The bid security of the successful bidder shall be retained until the bidder has executed the Agreement and furnished the required contract security, whereupon it will be returned. Upon failure to execute and deliver the contract and furnish the required contract security within ten days of Notice of Award, the Commissioner may annul the Award and the bid security of that bidder shall be forfeited and the City reserves the right to pursue any available remedies against the bidder. The bid security of all except the two lowest bidders shall be returned after the opening of bids. The balance of the bid deposits, except that of the lowest responsible bidder, will be returned after the Commissioner has made an award to the lowest responsible bidder.

14.1.2 **Performance Bond/Payment Bond:**

The successful bidder shall submit to the Commissioner, prior to or at the time of execution of the contract, a performance bond/payment bond in an amount equal to **100%** of the Contract price to remove forty-seven (47) inches of snow and ice accumulation. All bonds must be executed by a surety company authorized to do business in the State of Wisconsin and must be accompanied by a Power-of-Attorney for the Attorney-in-Fact. The performance bond and the payment bond must be submitted as separate instruments. The performance bond shall also cover all work required under the provisions of the contract.

14.2.0 Non-Appropriation:

City shall be bound, hereunder, only to the extent that funds shall have been appropriated and budgeted or are otherwise available for the purpose of this contract. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this contract, then City shall immediately notify the successful Bidder of such occurrence and this contract shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever.

15.0.0 MINIMUM WAGES

15.1.0 The CONTRACTOR shall comply with all applicable provisions of Federal and Wisconsin laws pertaining to payment of living wages.

16.0.0 BASIS OF PAYMENT/INVOICING:

16.1.0 The DEPARTMENT will authorize payment, subject to the terms and conditions of the contract including verification of work completed, upon receipt of an invoice from the CONTRACTOR. Failure to submit accurate and timely SBE and RPP progress reports will delay invoice processing.

16.2.0 Snow and Ice Removal:

The CONTRACTOR shall be paid for Snow and Ice Removal on a per tenth (.10) inch accumulation basis as reported by the National Weather Service for the Milwaukee area. For storm events where only a portion of the City receives snow or ice accumulation, The CITY reserves the right to utilize snow/ice accumulation as reported from either Mitchell International Airport or Timmerman Field that best reflects actual conditions in the service area as a basis for payment. NO PAYMENT WILL BE AUTHORIZED FOR ANY SERVICE AREA THAT DOES NOT RECEIVE SNOW/ICE ACCUMULATION DURING LOCALIZED STORM EVENTS OR WHERE NO SNOW AND ICE REMOVAL WORK IS PERFORMED BY THE CONTRACTOR. The CONTRACTOR shall submit invoices upon completion of the complete removal of all snow and ice accumulation within seven (7) calendar days following the completion of work. Invoicing for snow and ice removal shall be in increments of no less than 4.0 inches. Invoices must include documentation that services were completed as required by the Contract and Specifications, including the service area number, quantity of snow/ice accumulation removed to the nearest .10 inch, contract unit cost per inch of snow and ice removal for the entire service area, and date range (from date – to date) for invoiced snow/ice accumulation removed.

16.3.0 Snow and Ice Maintenance:

Cost to perform Snow and Ice Maintenance (continuous monitoring and removal of snow and ice from sidewalks) during the Snow Maintenance Period (November – April) is included in the unit bid price.

16.4.0 Failure to Perform Snow and Ice Maintenance:

CONTRACTOR failure to perform Snow and Ice Maintenance during the Snow and Ice Maintenance Period will be just cause for forfeiture of one and one-half (1.5) percent of the total bid price for Snow and Ice Removal (Bid Form Attachment “A”) for each and every month Snow and Ice Maintenance is not performed. The City further reserves the right to reassign Snow and Ice Maintenance work to a Secondary CONTRACTOR, and/or terminate the Contract for non-performance.

16.5.0 Final payment is predicated upon a service performed as deemed acceptable by the DEPARTMENT.

16.6.0 All payments will be made on work ordered by the “Notice to Proceed”, and/or “Change Orders” completed by the CONTRACTOR and accepted by the DEPARTMENT. It is the City’s policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor’s receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

16.7.0 Invoices shall be subject to adjustment for **Work Not Performed, Non-Timely Performance, and Damages**, if any, for which CONTRACTOR is liable, whether actual or projected. The DEPARTMENT shall retain adjustments for projected damaged until such time as the actual cost of the adjustment can be determined.

16.8.0 All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee’s contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information to the City’s contract compliance software. Please contact the Office of Small Business Development (OSBD)

should you have any questions or concerns regarding the training process at (414) 286-5553.

17.0.0 PERMITS:

17.1.0 The CONTRACTOR assumes all responsibility for obtaining and paying for any certificates, permits, or any and all other documents required by municipal, state, or federal authorities for the work to be performed.

18.0.0 VEHICLE/EQUIPMENT RESPONSIBILITY:

18.1.0 The CONTRACTOR assumes all responsibility in observing all municipal, state, and federal laws and regulations applicable to the safe operation of their vehicles and equipment used in the performance of the service described herein.

19.0.0 GENERAL CONDITIONS:

19.1.0 Contractual Disputes:

If the CONTRACTOR has a claim against the CITY, whether for money or other relief, the CONTRACTOR shall give written notice of intent to file a claim within 48 hours of the occurrence on which the claim is based, or the claim shall be deemed irrevocably waived. Even though a claim is intended, the CONTRACTOR shall submit an invoice for final payment within seven calendar days after completion and acceptance of the work. Pendency of claims shall not delay payment of amounts agreed due in the final payment. After reviewing the facts and circumstances of the dispute, the Contract Administrator shall make a decision regarding the resolution of claims. Under no circumstances may the CONTRACTOR suspend, delay, or terminate performance pending resolution of or any action upon any claim. Rather, the CONTRACTOR shall have an affirmative and on-going obligation to diligently execute and complete all work in a timely manner pending resolution of any dispute with the CITY.

19.2.0 Inclement Weather/Holidays:

19.2.1 The CITY recognizes the following winter holidays: Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas Day, New Years Eve and New Years Day, Martin Luther King, Jr. and Good Friday. The CONTRACTOR assumes all risk of loss or additional costs caused by or in any way relating to weather. There shall be no time extensions granted due to holidays or inclement weather for snow and ice removal operations.

19.4.0 Company Personnel Standards and Resource Commitment:

19.4.1 Only qualified personnel shall supervise and perform maintenance services in this contract. If in the CITY'S sole discretion any of the CONTRACTOR'S

personnel are not performing satisfactorily in the delivery of services to be furnished hereunder, the CONTRACTOR shall, upon notice from the CITY, remove any such personnel and replace them with satisfactory personnel. Furthermore, the Contract Administrator may require replacement of CONTRACTOR'S supervisory personnel on site upon written determination that such supervisor is substantially frustrating the progress or completion of the work or any other contract obligation. **There shall be at least one employee on each crew that speaks fluent English.**

- 19.4.2 The CONTRACTOR shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general public as well as any activity to be construed as a nuisance. All CONTRACTOR employees and SUBCONTRACTORS shall be fully and modestly clothed, and shall refrain from the use of any excessively loud or vulgar/offensive language during the execution of this CONTRACT. The CITY retains the right to require the CONTRACTOR to halt all work activities until such conditions are resolved. CONTRACTOR'S failure to resolve any and all conflicts to the satisfaction of the Contract Administrator shall be considered a breach of contract, and subject to termination.